

**COMBINED DECLARATION AND POWER OF ATTORNEY  
FOR PATENT APPLICATION**

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am an original, first and sole inventor of the subject matter (an original, first and joint inventor) which is claimed and for which a utility patent is sought on the invention entitled:

**PALM PAD SYSTEM**

the specification of which:

☒ was filed on December 29, 1999, as United States non-Provisional Application No. 09/474,545 bearing attorney docket no. 17853-030.

☐ is attached hereto.

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, §1.56.

☐ I hereby claim foreign priority benefits under Title 35, United States Code, §119(a)-(d) or §365(b) of any foreign application(s) for patent or inventor's certificate, or §365(a) of any PCT International application designating at least one country other than the United States listed below and have also identified below any foreign application for patent or inventor's certificate or PCT International application having a filing date before that of the application on which priority is claimed.

			Priority Claimed	
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____ (Number)	_____ (Country - if PCT, so indicate)	_____ (dd/mm/yy Filed)	<input type="checkbox"/>	<input type="checkbox"/>
_____ (Number)	_____ (Country - if PCT, so indicate)	_____ (dd/mm/yy Filed)	<input type="checkbox"/>	<input type="checkbox"/>

☒ I hereby claim the benefit under Title 35, United States Code, § 119(e) or §120 of any United States application(s), or §365(c) of any PCT International application(s) designating the United States of America listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56 which became available between the filing date of the prior application and the national or PCT International filing date of this application:

<u>60/114,521</u>	<u>12/31/98</u>	<u>Pending</u>
(Application No.)	(Filing Date)	(Status: Patented, Pending, Abandoned)

<u>60/135,894</u>	<u>05/26/99</u>	<u>Pending</u>
(Application No.)	(Filing Date)	(Status: Patented, Pending, Abandoned)

PCT International Applications designative the United States:

<u>(PCT App No.)</u>	<u>(US Serial No.)</u>	<u>(PCT Filing Date)</u>	<u>(Status)</u>
----------------------	------------------------	--------------------------	-----------------


I hereby appoint the following attorneys and/or agents to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:


David B. Bernstein, Registration No. 32,112  
David F. Crosby, Registration No. 36,400  
Brett N. Dorny, Registration No. 35,860  
Ivor R. Elrifi, Registration No. 39,529  
John A. Harre, Registration No. 37,345  
A. Jason Mirabito, Registration No. 28,161  
Michel Morency, Limited Recognition  
John T. Prince, Registration No. 43,091  
Thomas M. Sullivan, Registration No. 39,392  
David F. Crosby, Registration No. 36,400  
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William A. Marino, Registration No. 44,219  
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Carol H. Peters, Registration No. 45,010  
Kristin Konzak, Registration No. 44,848  
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Martin M. Zoltick, Registration No. 35,745  
Brian Rosenbloom, Registration No. 41,276  
James Cullem, Registration No. 43,569  
David E. Johnson, Registration No. 41,874  
Cynthia Kozakiewicz, Registration No. 42,764


Address all telephone calls to Robert V. Klauzinski at telephone number 617/348-4873. Address all correspondence to:

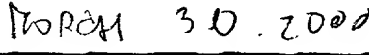
Robert V. Klauzinski  
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.  
One Financial Center  
Boston, Massachusetts 02111

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or patent issued thereon.

  
\_\_\_\_\_  
Inventor's Signature  
Full Name of Inventor: Joseph Arruda  
Citizenship: U.S.A.  
Residence: 32 Bryant's Way, Swansea, MA 02777  
Post Office Address:

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Inventor's Signature  
Full Name of Inventor: Gregor Mittersinker  
Citizenship: U.S.A.  
Residence: 132 Spring Green Road, Warwick, RI 02888  
Post Office Address:

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Inventor's Signature  
Full Name of Inventor: Robert Southworth  
Citizenship: U.S.A.  
Residence: 4 Short Street, Mansfield, MA 02048  
Post Office Address:

\_\_\_\_\_  
Date

Post Office Address:

Date \_\_\_\_\_

Timothy K. Kelly  
Inventor's Signature

Post Office Address:

3/24/2000  
Date

TRADOCs:1305508.1(RZC401!.DOC)

[illegible]

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Priority  
Claimed

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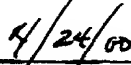
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Citizenship: U.S.A.  
Residence: 32 Bryant's Way, Swansea, MA 02777  
Post Office Address:

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Date

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Full Name of Inventor: Gregor Mittersinker  
Citizenship: U.S.A.  
Residence: 132 Spring Green Road, Warwick, RI 02888  
Post Office Address:

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Inventor's Signature  
Full Name of Inventor: Robert Southworth  
Citizenship: U.S.A.  
Residence: 4 Short Street, Mansfield, MA 02048  
Post Office Address:

  
\_\_\_\_\_  
Date

Post Office Address:

Date 8 May 2000

Post Office Address:

Date \_\_\_\_\_

TRADOCS:1305508.1(RZC401!.DOC)



## ASSIGNMENT

We, Joseph Arruda, Swansea, MA, Gregor Mittersinker, Warwick, RI, Robert Southworth, Mansfield, MA, A. Jason Mirabito, Hull, MA and Kenneth Rawlings, Douglas, MA, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to A.T.X. International, Inc., a Rhode Island corporation, with offices at One Albion Road, Suite 200, Lincoln, Rhode Island 02864 and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

### PALMPAD SYSTEM

filed with the U.S. Patent and Trademark Office on December 29, 1999 and assigned Serial No. 09/474,545, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: April 26, 2000

Joseph Arruda 4/26/00  
Signature of: Joseph Arruda

State of Massachusetts

County of Bristol

Subscribed and sworn to before me this 26th day of April, 2000.

Sherry M. Bennett  
Notary Public

My commission expires June 23, 2006.

Date:

\_\_\_\_\_  
Signature of: Gregor Mittersinker

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

Date:

\_\_\_\_\_  
**Signature of: Robert Southworth**

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

Date:

\_\_\_\_\_  
**Signature of: A. Jason Mirabito**

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

Date: \_\_\_\_\_

Signature of: Kenneth Rawlings

Signature of: Kenneth Rawlings

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_.

Notary Public

My commission expires \_\_\_\_\_

TRADOCS:1315698.1(S77601!.DOC)

Author	Year	Country	Sample Size	Study Design	Findings
Wang et al.	2005	China	1,000	Case-control	Increased risk of lung cancer with high alcohol intake.
Li et al.	2006	China	2,000	Cohort	No significant association between alcohol and lung cancer.
Zhang et al.	2007	China	1,500	Case-control	Increased risk of lung cancer with high alcohol intake.
Chen et al.	2008	China	3,000	Cohort	No significant association between alcohol and lung cancer.
Qin et al.	2009	China	1,200	Case-control	Increased risk of lung cancer with high alcohol intake.
Wu et al.	2010	China	2,500	Cohort	No significant association between alcohol and lung cancer.
Yang et al.	2011	China	1,800	Case-control	Increased risk of lung cancer with high alcohol intake.
Xu et al.	2012	China	2,200	Cohort	No significant association between alcohol and lung cancer.
Guo et al.	2013	China	1,600	Case-control	Increased risk of lung cancer with high alcohol intake.
Hou et al.	2014	China	2,800	Cohort	No significant association between alcohol and lung cancer.
Wang et al.	2015	China	1,400	Case-control	Increased risk of lung cancer with high alcohol intake.
Li et al.	2016	China	2,100	Cohort	No significant association between alcohol and lung cancer.
Zhang et al.	2017	China	1,900	Case-control	Increased risk of lung cancer with high alcohol intake.
Chen et al.	2018	China	2,300	Cohort	No significant association between alcohol and lung cancer.
Qin et al.	2019	China	1,700	Case-control	Increased risk of lung cancer with high alcohol intake.
Wu et al.	2020	China	2,600	Cohort	No significant association between alcohol and lung cancer.
Yang et al.	2021	China	1,500	Case-control	Increased risk of lung cancer with high alcohol intake.
Xu et al.	2022	China	2,400	Cohort	No significant association between alcohol and lung cancer.
Guo et al.	2023	China	1,800	Case-control	Increased risk of lung cancer with high alcohol intake.
Hou et al.	2024	China	2,700	Cohort	No significant association between alcohol and lung cancer.

## ASSIGNMENT

We, Joseph Arruda, Swansea, MA, Gregor Mittersinker, Warwick, RI, Robert Southworth, Mansfield, MA, A. Jason Mirabito, Hull, MA and Kenneth Rawlings, Douglas, MA, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to A.T.X. International, Inc., a Rhode Island corporation, with offices at One Albion Road, Suite 200, Lincoln, Rhode Island 02864 and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

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Date:

Signature of: Joseph Arruda

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

Notary Public

My commission expires \_\_\_\_\_.

Date: April 11, 2000

Signature of: Gregor Mittersinker

State of Rhode Island

Country of Providence

Subscribed and sworn to before me this 11th day of April, 2000.

Linda A. Caffrey  
Notary Public

My commission expires 11/24/01.

Date:

\_\_\_\_\_  
**Signature of:** Robert Southworth

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

Date:

\_\_\_\_\_  
**Signature of:** A. Jason Mirabito

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

**Signature of:** Kenneth Rawlings

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

Notary Public

My commission expires \_\_\_\_\_

TRADOCS:1315698.1(S77601!.DOC)

- 4 -



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*R.O. Southworth*

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Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of: Joseph Arruda

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of: Gregor Mittersinker

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

Date:

Robert C. Southworth

Signature of: Robert Southworth

State of MASS

Country of BRISTOL

Subscribed and sworn to before me this 14 day of APRIL, 2000.

Helen J. Carter  
Notary Public

My commission expires Feb. 4, 2005.

Date:

A. Jason Mirabito  
Signature of: A. Jason Mirabito

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

Date:

Signature of: Kenneth Rawlings

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_.

Notary Public

My comraission expires \_\_\_\_\_

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## ASSIGNMENT

We, Joseph Arruda, Swansea, MA, Gregor Mittersinker, Warwick, RI, Robert Southworth, Mansfield, MA, A. Jason Mirabito, Hull, MA and Kenneth Rawlings, Douglas, MA, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to A.T.X. International, Inc., a Rhode Island corporation, with offices at One Albion Road, Suite 200, Lincoln, Rhode Island 02864 and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

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filed with the U.S. Patent and Trademark Office on December 29, 1999 and assigned Serial No. 09/474,545, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of: Joseph Arruda

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of: Gregor Mittersinker

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

Date:

Signature of: Robert Southworth

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

Notary Public

My commission expires \_\_\_\_\_.

Date: MAY 8, 2000

Signature of: A. Jason Mirabito

State of Massachusetts

Country of Suffolk

Subscribed and sworn to before me this 8<sup>th</sup> day of May, 2000.


Notary Public

MY COMMISSION EXPIRES NOVEMBER 10, 2000

My commission expires \_\_\_\_\_.



Date: 4/24/2000

  
Signature of: Kenneth Rawlings

State of MASSACHUSETTS

Country of U.S.A.

Subscribed and sworn to before me this 21<sup>st</sup> day of April 2002

day of April 2000  
[Signature]  
 Notary Public

My commission expires 4/02

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